

COOPERATIVE AGREEMENT
Between
THE FLORIDA LIVESTOCK BOARD
and
UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL RESEARCH SERVICE
ENTOMOLOGY RESEARCH DIVISION

Relative to: Cooperative Research on the Screw-worm

THIS AGREEMENT, made and entered into by and between the Florida Livestock Board, hereinafter called the Cooperator, and the United States Department of Agriculture, Agricultural Research Service, Entomology Research Division, hereinafter called the Division

WHEREAS, the screw-worm, a serious pest of livestock, is now a definite threat to efficient livestock production in each of the livestock-producing States, including the State of Florida, and

WHEREAS, the Cooperator and the Division desire to cooperate in research on the control of the screw-worm, and

WHEREAS, the Cooperator, because of its interest in expanding and intensifying research designed to control the screw-worm, has proposed to make a financial contribution to this program, and

WHEREAS, the Cooperator is prohibited because of State laws, regulations or policies, from paying its share of the project in advance, and

WHEREAS, it is the intention of the parties to this agreement that such cooperative research as is conducted thereunder shall be for their benefit and the benefit of the people of the United States, and

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the parties hereby mutually agree with each other as follows:

A. The Cooperator agrees:

1. To contribute \$22,350 to partially defray expenses for certain of the research included in the program as follows:
 - a. The Cooperator, being unable to advance funds, will reimburse the Division for laboratory facilities, materials, equipment, labor, salaries and supplies furnished by the Division in the cooperative research on screw-worm control conducted in the State of Florida under this agreement.

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- b. Payments by the Cooperator to the Division will be made monthly in arrears for specific expenditures for each previous month as listed in detail on properly executed invoices and/or vouchers to be prepared by the Division and submitted monthly to the Cooperator in accordance with regulations of the Department of Agriculture.
2. To assign to the cooperative research such personnel and equipment as may be mutually agreed upon for planning and conducting the research covered by the agreement.

B. The Division agrees:

1. To assign to the cooperative research such personnel and equipment, facilities, services, or supplies as may be required for the conduct of the cooperative research, exclusive of the contribution of the Cooperator.

C. It is mutually understood and agreed:

1. The research program shall be under the supervision and direction of the project leader designated by the Division.
2. Data compiled under this agreement will be shared and mutually interchanged. Neither of the parties to the agreement will publish any results without consulting the other party. Publications may be joint or independent as may be agreed upon; in the event of disagreement either party may publish after due notice of intention is given to the other party; in all cases due credit should be given within proper limits to the individuals doing the work.
3. Any invention resulting from this cooperative work and made jointly by an employee or employees of the United States Department of Agriculture and the Florida Livestock Board or an employee or employees of the Florida Livestock Board shall be fully disclosed, either by publication or by patenting in the United States, and any such United States patent shall either be dedicated to the free use of the people in the territory of the United States or be assigned to the United States of America or be assigned to the Florida Livestock Board, as may be mutually agreed upon by the parties hereto, provided, that in the event of assignment to the Florida Livestock Board, non-exclusive, royalty-free licenses shall be issued by the State of Florida to any and all applicants technically competent to make use of the patent. The United States Department of Agriculture shall have an option to acquire the foreign patent rights in the invention on which an application for a United States patent is filed, for any particular foreign country, said

option to expire in the event that the Government fails to cause an application to be filed in any such country on behalf of the Government or determines not to seek a patent in such country within six months after the filing of the application for a United States patent on the invention. Any invention made independently by an employee or employees of the United States Department of Agriculture or by an employee or employees of the Station shall be disposed of in accordance with the policy of the United States Department of Agriculture or the State of Florida, respectively.

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit.

This agreement shall take effect on March 1, 1957, and shall continue until June 30, 1957, subject to renewal in writing by the parties hereto from year to year. Further, this agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 60 days notice in writing to the other party.

FLORIDA LIVESTOCK BOARD

[Signature], Chairman
C. L. Campbell
Secretary and State Veterinarian.

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Research Service

E. J. N.
T. B. J. H. Spencer
Acting Administrator

